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8-7-1995

State of New York Public Employment Relations Board Decisions from August 7, 1995

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from August 7, 1995

Keywords

NY, NYS, New York State, PERB, Public Employment Relations Board, board decisions, labor disputes, labor relations

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2A- 8/ 7/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES
UNION LOCAL 424, A DIVISION OF
UNITED INDUSTRY WORKERS DISTRICT
COUNCIL 424,

Petitioner,

-and-

CASE NOS. C-4327, C-4329,
C-4332, C-4335,
C-4338, C-4340,
C-4358 & C-4401

ROOSEVELT UNION FREE SCHOOL DISTRICT,
SAYVILLE UNION FREE SCHOOL DISTRICT,
CARLE PLACE UNION FREE SCHOOL DISTRICT,
WYANDANCH UNION FREE SCHOOL DISTRICT,
HARBORFIELDS UNION FREE SCHOOL DISTRICT,
HUNTINGTON UNION FREE SCHOOL DISTRICT,
SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT,
and SOUTHAMPTON UNION FREE SCHOOL DISTRICT,

Employers,

-and-

LOCAL 144, SERVICE EMPLOYEES INTERNATIONAL
UNION, LONG ISLAND DIVISION,

Intervenor.

RANDY TILLMAN and RICHARD M. GREENSPAN, P.C. (STUART A.
WEINBERGER of counsel), for Petitioner

VLADECK, WALDMAN, ELIAS & ENGELHARD, P.C. (MAUREEN STAMPP of
counsel), for Intervenor

DUNN & SMITH (OLIVER SMITH of counsel), for Employer
ROOSEVELT UNION FREE SCHOOL DISTRICT

RAINS & POGREBIN, P.C. (MONA GLANZER of counsel), for
Employers SAYVILLE UNION FREE SCHOOL DISTRICT and
HARBORFIELDS UNION FREE SCHOOL DISTRICT

KEVIN SEAMAN, ESQ., for Employer WYANDANCH UNION FREE SCHOOL
DISTRICT

GUERCIO & GUERCIO (GREGORY J. GUERCIO of counsel), for
Employer HUNTINGTON UNION FREE SCHOOL DISTRICT

GEORGE JACKSON, for Employer SOUTH HUNTINGTON UNION FREE
SCHOOL DISTRICT

RAINS & POGREBIN, P.C. (WALTER J. JOHNSON of counsel), for
Employer SOUTHAMPTON UNION FREE SCHOOL DISTRICT

BOARD DECISION AND ORDER

These several cases, which we have consolidated for appeal, come to us on exceptions filed by Local 144, Service Employees International Union, Long Island Division (Local 144) to ~~decisions by the Director of Public Employment Practices and Representation (Director).~~

The United Public Service Employees Union Local 424 (Local 424), A Division of United Industry Workers District Council 424 (District Council) has filed petitions seeking to replace Local 144 as the negotiating agent in units of employees of the following school districts: Roosevelt Union Free School District (C-4327); Sayville Union Free School District (C-4329); Carle Place Union Free School District (C-4332); Wyandanch Union Free School District (C-4335); Harborfields Union Free School District (C-4338); Huntington Union Free School District (C-4340); South Huntington Union Free School District (C-4358); and Southampton Union Free School District (C-4401).

By decision issued in September 1994, we held that Local 424 as then constituted was not an employee organization within the meaning of §201.5 of the Public Employees' Fair Employment Act (Act).^{1/} Local 424 made changes in its constitution and in its relationship with the District Council in October 1994. In May 1995, we ruled, based on those changes, that Local 424 had

^{1/}Northport/East Northport Union Free Sch. Dist., 27 PERB ¶3053, motion for reconsideration denied, 27 PERB ¶3061 (1994), conf'd sub nom. Boyle v. PERB, 27 PERB ¶7001 (Sup. Ct. Kings County, 1995).

achieved the status of an employee organization as defined by the Act.^{2/} The petitions in these cases were filed after October 1994 and before May 1995.

The Director processed each of the petitions, rejecting Local 144's argument that the petitions should be dismissed because Local 424 had not been held to be an employee organization at the dates the petitions were filed or the dates the showings of interest on behalf of Local 424 were solicited and signed.

Local 144 argues in its exceptions that by not dismissing the petitions the Director improperly gave retroactive effect to our May 1995 decision. It argues that our September 1994 decision, holding Local 424 not to be an employee organization, controls the disposition of all petitions Local 424 has filed until the date of our ruling in May 1995 declaring Local 424 to be an employee organization. Local 144 argues also that the petition in C-4338 cannot be processed under §201.3(g) of our Rules of Procedure (Rules) because it was filed less than one year after the Director's dismissal of an earlier petition filed by Local 424 involving the employees of this same employer.

Local 424 argues in response that the Director's decisions should be affirmed and that the timeliness objection in C-4338 should not be considered or, if considered, it should be rejected.

^{2/28} PERB ¶3021 (1995).

Having considered the parties' arguments, we affirm the Director's decisions to process all of the petitions in issue.

Local 144's main argument is premised on the theory that it was our decision in September 1994, holding Local 424 not to be an employee organization, which created Local 424's status for purposes of the Act, a status which was not and could not be changed except by us pursuant to our decision in May 1995 holding Local 424 to be an employee organization. Our decisions, however, did not create Local 424's status. They simply reflected and recognized whatever legal status Local 424 had itself obtained as of certain dates based upon certain facts. An organization creates and defines its own structure and existence. Our decisions simply apply the law to the facts to reach conclusions in accordance with the Act's controlling provisions and policies. In relevant respect, Local 424 was not an employee organization as statutorily defined before October 1994, but it became one that month by virtue of the constitutional changes it had made. By our decision in May 1995, we simply made a declaration regarding a legal status Local 424 had fashioned as of that earlier date. Local 424 was, therefore, an employee organization within the meaning of the Act at all relevant dates.

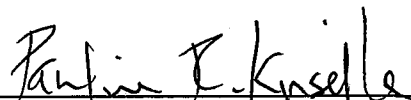
The timeliness of the petition in C-4338 is not properly before us because that issue was not raised to the Director in a response to the petition as required under §201.5(d) of our Rules. No reason is apparent for the issue not having been


raised as required and, therefore, this objection is deemed waived.^{3/}

Even were we to consider the timeliness argument, we would reject it on the merits. Section §201.3(g) of the Rules prohibits the filing of a petition within one year after an earlier petition has been "processed to completion". The Director dismissed the earlier petition because Local 424 was not an employee organization when it filed that petition.^{4/} In Greater Amsterdam School District,^{5/} we held that the dismissal of a petition on that ground did not constitute a processing to completion of the petition. Therefore, §201.3(g) does not bar the petition in C-4338.

For the reasons set forth above, we deny Local 144's exceptions and affirm the Director's decisions. The cases must be, and hereby are, remanded to the Director for further processing consistent with our decision herein. SO ORDERED.

DATED: August 7, 1995
Albany, New York


Pauline R. Kinsella, Chairperson


Eric J. Schmertz, Member

^{3/}Section 201.2(d) of the Rules provides that an objection to a petition having been filed earlier than the Rules permit may be deemed waived if that objection is not raised in the response to the petition.

^{4/}28 PERB ¶4002, aff'd, 28 PERB ¶3036 (1995).

^{5/}28 PERB ¶3019 (1995).

2B- 8/7/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ROBERTA LANZILLO, et al.,

Charging Parties,

-and-

CASE NO. U-16475

GREECE CENTRAL SCHOOL DISTRICT, GREECE
TEACHERS ASSOCIATION and NATIONAL EDUCATION
ASSOCIATION,

Respondents.

FULREADER, ROSENTHAL, SULLIVAN, CLIFFORD, SANTORO & KAUL
(RACHNA VAID of counsel), for Charging Parties

HARRIS BEACH & WILCOX (JAMES A. SPITZ, JR., of counsel), for
Respondent Greece Central School District

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Roberta Lanzillo, Barbara Blake Zuegel, James E. McCann, William Casey and Donald E. Lown (charging parties) to a decision of the Director of Public Employment Practices and Representation (Director) dismissing their charge that alleges, as amended, that the Greece Central School District (District) violated §209-a.1(a), (b) and (c) of the Public Employees' Fair Employment Act (Act) and that the Greece Teachers Association (Association), and the National Education Association (NEA), violated §209-a.2(a) and (c) of the Act. The District, the Association, and its affiliate, the NEA, allegedly violated the Act by their conduct in relation to leave bank benefits for retirees. All of the charging parties retired from employment with the District on or before August 15, 1994.

The charging parties were advised that their charge was deficient for several reasons, including untimeliness, lack of standing and insufficient facts pled to support the allegations in the charge. The charging parties thereafter filed an amendment to the charge, but the Director determined that the amendment did not cure the deficiencies and, therefore, he dismissed the charge.

The charging parties except to the Director's decision on several grounds, arguing that the charge is timely, that they have standing to file it, and that NEA is a proper respondent.

Having reviewed the record and having considered the charging parties' arguments, we affirm the Director's dismissal of the charge.

The Association and the District were parties to a collective bargaining agreement for the period July 1, 1989 to June 30, 1994. That agreement, at Article XXIX, Section A, provides for a paid leave bank into which absence units which were not used by a unit member during the year would be credited to the unit member at the end of each school year. At retirement, unit members are paid according to a set formula for the amount of leave units accrued to the leave bank. Because the account exists as both an attendance and early retirement incentive, the amount due is reduced by ten percent for each year of service after the unit member reaches the age of fifty-five.

Following enactment of federal legislation in 1990,^{1/} and a 1994 arbitrator's decision, the District and the Association entered into negotiations to address concerns about the legality of the leave bank provision contained in the 1989-94 agreement. On July 12, 1994, the District and the Association agreed that 1992-93 and 1993-94 retirees and unit members who advised the District of their intent to retire by July 31, 1994, would receive the leave bank benefit as specified in the 1989-1994 collective bargaining agreement if all affected unit members and retirees signed a release of any age discrimination claims they might have against the District and the Association. Although several persons did not execute the release, the Association and the District agreed, on September 15, 1994, that any unit members or retirees who had executed the release would receive the leave credit benefit, notwithstanding the refusal by some to sign. Zuegel, Casey, McCann and Lown received the releases, but they refused to sign, resulting in their not receiving the benefit.^{2/} Lanzillo was not eligible to receive the benefit because she had not advised the District of her intent to retire by the due date. Therefore, she was not issued a release to sign.

On November 14, 1994, the charging parties, by their attorney, requested that the Association file a grievance

^{1/}The Older Workers Benefit Protection Act amends certain sections of the Age Discrimination in Employment Act, 29 U.S.C. §§621-634 and prohibits discrimination on the basis of age in certain employment benefit plans.

^{2/}Zuegel apparently received the benefit but returned the check uncashed to the District in December 1994.

concerning the District's denial to them of the leave credit benefit under the 1989-94 agreement. The Association did not respond to the grievance request. This charge was filed on February 14, 1995.

Section 204.1(a)(1) of our Rules of Procedure (Rules) requires that an improper practice charge be filed within four months of the actions alleged to violate the Act. The charge was filed more than four months after all of the actions about which the charging parties complain,^{3/} except as to the Association's failure to respond to the charging parties' November 14, 1994 request to file a grievance on their behalf. In that respect, the charge pleads that the failure to respond is a per se breach of the Association's duty of fair representation. In addition, deeming the Association's failure to respond to constitute a rejection of the request to file a grievance, the charging parties allege that the Association's declination to pursue a grievance was motivated by "political" considerations or otherwise breached the Association's duty of fair representation.

Although this aspect of the charge is timely, the charging parties may not pursue it before us as an improper practice. As to the NEA, it is not the negotiating agent and is not a named party to any of the agreements reached by the Association and the

^{3/}The charging parties' reliance on Middle Country Teachers Ass'n, 21 PERB ¶3012 (1988), is misplaced. It was held in that case that a charging party may file an improper practice charge within four months of the announcement of an intention to perform an action which would allegedly violate the Act or within four months of the actual implementation of the action. Here, the complained of actions were announced and implemented simultaneously.

District with respect to the leave bank benefits. It, therefore, has no duty under the Act to represent the charging parties on a contract grievance.

With respect to the Association, §209-a.2(c) of the Act provides that it shall be an improper practice for an employee organization "to breach its duty of fair representation to public employees". A public employee is defined in §201.7(a) of the Act as "any person holding a position by appointment or employment in the services of a public employer...." The charging parties, at the time the Association failed to respond to their request to file a grievance, were not public employees within the meaning of the Act, having voluntarily and permanently severed their employment relationship by the date the allegedly improper conduct occurred and the date the charge was filed.^{4/}

Therefore, there could be no breach of the duty of fair representation, as alleged, because the statutory duty runs only

^{4/}A contrary conclusion is not warranted by City of Albany, 16 PERB ¶3101 (1983). There the Board held that an employer's direct dealing with a former employee in settlement of an arbitrator's award violated the Act. The underlying grievance had been filed by the employee organization while the employee was still a unit member. It was, therefore, held that the employee organization's right to exclusive control over the administration of grievances did not necessarily terminate when the grievant left the employer's employ. Here, there was no request to file a grievance until after all the charging parties had retired from the District's service. Moreover, our decision herein has no application to persons who have had their employment relationship severed allegedly in violation of the Act and who are seeking a restoration of their employment status or other remedy for that alleged violation.

from an employee organization to the public employees it represents.^{5/}

Of course, we do not address these retirees' rights and relationships, under contract or other law, with their former employer and their former bargaining agent.

Based on the above, we dismiss the charging parties' exceptions and affirm the decision of the Director.

IT IS, THEREFORE, ORDERED that the charge must be, and it hereby is, dismissed.

DATED: August 7, 1995
Albany, New York


Pauline R. Kinsella, Chairperson


Eric J. Schmertz, Member

^{5/}See Cohoes Police Benevolent and Protective Ass'n, 27 PERB ¶3058 (1994). Further, §204.1(a)(1) of the Rules places limits upon who may file improper practice charges. As relevant, that section of the Rules permits charges to be filed only by "one or more public employees".

20- 8/ 7/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,
NASSAU LOCAL 830,

Charging Party,

-and-

CASE NO. U-13827

COUNTY OF NASSAU,

Respondent.

NANCY E. HOFFMAN, GENERAL COUNSEL (MIGUEL ORTIZ of counsel),
for Charging Party

BEE & EISMAN, for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Nassau Local 830 (CSEA) to a decision by an Administrative Law Judge (ALJ) issued on a charge filed by CSEA against the County of Nassau (County). The charge as amended alleges that the County violated §209-a.1(d) of the Public Employees' Fair Employment Act (Act) when it began collecting fines in 1992 from CSEA unit employees pursuant to parking summonses dating back to

1988 for violations of parking regulations at the Nassau County Medical Center (NCMC).^{1/}

After a hearing, the ALJ dismissed the charge for two reasons. The ticket enforcement which is the subject of the charge involves only the County's collection through a private agent of the fines imposed by the Nassau County Central Traffic Court pursuant to the parking summonses.^{2/} The ALJ held that the charge was outside our jurisdiction because she considered that it ultimately seeks to review the judiciary's processing of the parking summonses. As an alternative ground for dismissal, the ALJ held that the collection of parking fines does not involve a term and condition of employment because the summonses were regularly issued to and enforced against nonunit employees and the public who parked in violation of the County's parking regulations.

CSEA argues that the ALJ erred as a matter of fact and law in dismissing the charge, maintaining that the charge is within

^{1/}CSEA represents approximately 3,000 employees at NCMC. During the period in issue, unit employees were issued approximately 2,000 tickets, with a collective liability of approximately \$55,000. County-wide, over \$4,500,000 has been collected from all persons issued summonses for violations of traffic regulations. Apart from the sum estimated to be owed by CSEA unit employees at NCMC, the record does not disclose how much of the total amount collected is attributable to parking violations at NCMC.

^{2/}It cannot be determined from the record whether and to what extent the fines were imposed pursuant to an individual's default, plea or adjudication of guilt after appearance and contest. It appears that almost all of the unit employees simply defaulted in the belief that the tickets were invalid or not otherwise subject to any enforcement.

our jurisdiction to review and involves a term and condition of employment for at least some unit employees. In response, the County argues that the ALJ correctly dismissed the charge upon the grounds stated in her decision.

Having reviewed the record and considered the parties' arguments, we affirm in part and reverse in part.

Noting some imprecision in the description of the nature and limits of this charge and, therefore, the appropriate framework for its analysis, we begin by identifying what is and is not before us.

This charge is premised strictly upon a unilateral change in practice regarding the collection of parking fines. There is no change in practice claimed or established as to either the issuance of the parking summonses to the unit employees or to the internal or external processing of those tickets, apart from the County's effort to collect delinquent fines. Parking tickets have been issued to unit employees and others for years and they have been issued and processed by the NCMC security department in the same way, without regard to the identity of the alleged violator. Moreover, this charge does not rest upon an alleged refusal to bargain pursuant to demand. Therefore, we have no occasion to decide whether the County would be required upon demand by CSEA to negotiate an exemption for unit employees from the fine collection process, a return of monies paid by them, some form of compensation to offset the monies that were paid, or

a modification of the published and posted parking regulations or restrictions.

Having placed the charge in proper context, we disagree with the ALJ's conclusion that it lies outside our jurisdiction because it either directly or indirectly seeks to review actions of the judiciary. The court's role with respect to the parking summonses was completed upon an adjudication of the ticket and the imposition of the appropriate fine. The collection of any fines imposed is an executive function within the County's discretion as exemplified by the County's having refrained for many years from any affirmative actions to collect from any violators the fines which they had not paid.

As suggested by the ALJ's second stated ground for dismissal, the controlling question is whether the County's collection of the parking fines from unit employees embraces a term and condition of their employment. Upon that question, we view the collection of the fines not to be a term and condition of employment unto itself. Rather, the collection of fines is a process ancillary and incidental to the underlying term and condition of employment, which is employee parking on the employer's premises. The fines effect and enforce the County's parking restrictions and are a means by which parking privileges are effectively granted or denied. Therefore, the ultimate question becomes who in the unit had permission from the employer to park where. If the unit employees were parking with the County's permission, notwithstanding either printed or posted

parking regulations to the contrary, then the County's exercise of discretion to collect a fine from those employees is the means by which the practice regarding their parking privileges is unilaterally rescinded in violation of the County's bargaining obligation.

As to all but certain emergency room nurses, we find factually, as did the ALJ, that the County's published or posted parking regulations define the limit of the parking privileges extended unit employees by the County. Testimony that some supervisory or security unit employees stated that the tickets were for some reason unenforceable or that some unit employees had permission to park in restricted areas does not afford us a reasonable basis to conclude that the published and posted parking regulations had been altered or waived by the County as to any group of unit employees except the emergency room nurses. The security guards' statements, for example, at best establish only an unlikelihood of a summons being traced back to the violator, not the invalidity of the summons or that the parking restrictions as published and posted are generally inapplicable. The limited testimony regarding oral grants of permission to park to one or more individual unit employees by their immediate supervisors, who are in CSEA's unit, is vague in many respects, lacks corroboration, and is too individualized to evidence an employment practice to which the County can reasonably be held. The Traffic Court's dismissal of parking summonses in the one or two reported circumstances in which a unit employee actually

appeared pursuant to a summons is immaterial, as is the employees' perceived justification to violate the parking regulations because the parking the County made available to them was subjectively or objectively inadequate. Although these few statements and actions may have afforded these employees some reason to believe or hope that they would escape penalty for parking in areas they knew to be restricted, they cannot serve as a basis upon which we can conclude that the County's declared and published parking policy had been altered or waived as to them.

The County's action to collect these fines may in some sense seem unfair or harsh, but that does not make it statutorily improper. When parked contrary to the published and posted parking restrictions, these unit employees are no differently situated than any other persons who are also regularly ticketed for violation of those same parking restrictions. The noncollection of fines from these unit employees was not a benefit or practice extended solely to them by virtue of their employment. It was instead merely a circumstance affecting all persons who had been exposed to a parking fine within the County generally. As such, the noncollection of parking fines from these employees did not embrace or affect a term and condition of employment under our decisions.^{3/} The individual or collective

^{3/}See State of New York (SUNY Binghamton), 19 PERB ¶3029 (1986) (no violation in the imposition of vehicle registration fee upon all vehicles entering campus); State of New York, 13 PERB ¶3099 (1980) (no violation in the imposition of fee for nonpromotional civil service examinations).

merits of the issues raised by the County's enforcement effort as against these unit employees can be addressed in negotiations held pursuant to timely demand consistent with the parties' rights and obligations in that regard or in such other forums as may be appropriate.

Our conclusion is different with respect to emergency room nurses in CSEA's unit. The record in that respect establishes clearly that David Jaffee, Chief Operating Officer of the Medical Center, had two meetings with CSEA representatives and staff specifically in response to the emergency room nurses' complaints about inadequate parking and their having received tickets for parking in areas reserved to others. At those meetings, Jaffee effectively told those employees to disregard any tickets which had been issued to them, that the tickets would be taken care of, and that he would arrange additional parking for the nurses. The extent to which an expanded parking privilege was extended to them is somewhat unclear, but it appears that CSEA's representatives and the emergency room nurses themselves were told or clearly led to believe by Jaffee and an agent on his behalf that the emergency room nurses could park in any space otherwise legally open to parking.

Without any evidence to the contrary, we conclude that Jaffee was empowered, given his position, to alter or waive the published and posted parking restrictions at NCMC. Therefore, when the County moved to collect fines from the emergency room nurses for parking where parking had been made permissible, it

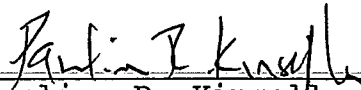
took away to that extent the parking privileges which had been afforded them as employees by their employer solely by virtue of their employment relationship.

For the reasons set forth above, we reverse the ALJ's decision to the extent she concluded the charge is not within our jurisdiction to review and reverse on the merits with respect to unit nurses assigned to the emergency room at NCMC. CSEA's exceptions in these two respects are granted and its exceptions are otherwise denied and the charge dismissed. IT IS, THEREFORE, ORDERED that the County:


1. Cease and desist from collecting, by agent or otherwise, any fine imposed pursuant to a parking summons issued to a nurse in CSEA's unit who was assigned, on the date of the summons, to the emergency room at NCMC, for parking in a restricted area where parking is otherwise allowed.
2. Repay to the unit employees described in paragraph 1 above any monies paid by such individuals in full or partial satisfaction of fines imposed pursuant to parking summonses of the type described in paragraph 1 above with interest at the currently prevailing maximum legal rate.

3. Sign and conspicuously post notice in the form attached at all locations ordinarily used to post notices of information to CSEA unit employees.

DATED: August 7, 1995
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

NOTICE TO ALL EMPLOYEES

PURSUANT TO
THE DECISION AND ORDER OF THE

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify all employees of the County of Nassau (County) represented by Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Nassau Local 830 (CSEA) that the County:

1. Will not collect, by agent or otherwise, any fine imposed pursuant to a parking summons issued to a nurse in CSEA's unit who was assigned, on the date of the summons, to the emergency room at Nassau County Medical Center, for parking in a restricted area where parking is otherwise allowed.
2. Will repay to the unit employees described in paragraph 1 above any monies paid by such individuals in full or partial satisfaction of fines imposed pursuant to parking summonses of the type described in paragraph 1 above with interest at the currently prevailing maximum legal rate.

Dated

By
(Representative) (Title)

COUNTY OF NASSAU
.

This Notice must remain posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

3A- 8/ 7/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, A DIVISION OF UNITED INDUSTRY
WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4376

COUNTY OF FRANKLIN,

Employer,

-and-

TEAMSTERS LOCAL 687,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424 has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their

exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All employees employed in the titles in the attached Appendix.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 7, 1995
Albany, New York


Pauline R. Kinsella, Chairperson


Eric J. Schmertz, Member

APPENDIX

Cleaner
Food Service Helper
Launderer
Leisure Time Activities Aide

Community Service Aide
Medical Supply Aide
Nursing Assistant
Physical Therapist Aide

Clerk
Community Service Worker
Data Entry Machine Oper. Tr.
Home Health Aide
Telephone Operator
Typist

Account Clerk
Account Clerk/Typist
Building Maintenance Helper
Bus Driver
Cook
Data Entry Machine Operator
Energy Resource Aide
Head Housekeeper
Homemaker
Laborer
Laundry Supervisor
Medical Records Clerk
Real Property Tax Serv. Aide
Senior Clerk
Senior Physical Therapist Aide
Stenographer
Timekeeper

Custodian
Index Record Clerk
Labor Crew Leader
Offset Printing Machine Operator
Records Management Clerk
Senior Stenographer
Senior Typist
Tax Map Technician Trainee
Veterans Service Aide

Administrative Aide
Building Maintenance Worker I
Dietary Technician
Dispatcher
Investigator (Public Defender)
Motor Equipment Operator I
Motor Vehicle Cashier/Examiner
Senior Account Clerk
Senior Account Clerk/Typist
Senior Homemaker
Senior Real Property Tax Ser. Aide
Social Welfare Examiner

Computer Operator
Licensed Practical Nurse
Micro Computer Operator
Probation Assistant
Support Investigator
Worksite Supervisor

Building Maintenance Worker II
Carpenter
Employment & Training Assistant
Leisure Time Activities Director
Motor Equipment Operator II
Painter
Senior Index Record Clerk
Summer Youth Counselor
Tax Map Technician

Electronics Technician
Employment & Training Counselor
Employment & Training Instructor
Motor Equipment Mechanic
Principle Clerk
Senior Social Welfare Examiner
Senior Support Investigator
Social Services Investigator

Charge Nurse (RN)
Community Health Nurse
Employment & Training Counseling Spv

Senior Employment & Training Coord.
Senior Probation Officer

Building Maintenance Foreman
Caseworker
Case Manager

Dietary Services Supervisor
Employment & Training Coordinator
Nursing Home Social Work Assistant
Principal Account Clerk
Principal Audit Clerk
Probation Officer Trainee
Radio Maintenance Technician
Welder
Working Foreman

Head Nurse (RN)

Ombudsman Program Coordinator
Dietary Technician
Senior Social Services Investigator
Coordinator of Services for Aging
Sr. Motor Vehicle Cashier Examiner

Coordinator of Child Support Enforcement
In Home Care Program Manager
Senior Caseworker
Senior Employment & Training Counselor
Senior Tax Map Technician
Staff Development Coordinator

Assistant Civil Engineer
Casework Supervisor
General Foreman
Physical Therapist
Probation Officer
Registered Professional Nurse
Specialist, Office For Aging

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, A DIVISION OF UNITED INDUSTRY
WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NOS. C-4385
and C-4386

~~ORANGE-ULSTER BOCES,~~

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424 has been designated and selected by a majority of the employees of the above-named public employer, in the units agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Units: Case No. C-4385:

Included: All employees in the following
titles: Data entry and control
clerk, typist, stenographers,
senior stenographer, account clerk,
senior account clerk, account
clerk/typist, account

clerk/stenographer, payroll clerk
and switchboard operator.

Excluded: Confidential, managerial and all other employees.

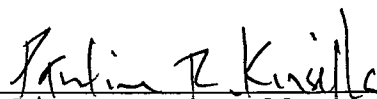
Case No. C-4386:

Included: All employees in the following titles:
custodians, couriers, and building/custodian
supervisors.

Excluded: Confidential, managerial and all other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424 (Local 424). The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 7, 1995
Albany, New York


Pauline R. Kinsella, Chairperson


Eric S. Schmertz, Member

30- 8/7/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, A DIVISION OF UNITED
INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4330

ELWOOD UNION FREE SCHOOL DISTRICT,

Employer,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, has been designated and selected by a majority of the employees of the above-named public employer, in

the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included: All permanent full-time and part/time employees in the following titles: chief custodian, maintenance mechanic II, III & IV, custodial worker I & II, materials control clerk, mini bus driver, driver/messenger, head custodian.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 7, 1995
Albany, New York


Pauline R. Kinsella, Chairperson


Eric J. Schmertz, Member

30- 8/ 7/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, A DIVISION OF UNITED
INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4328

ISLIP UNION FREE SCHOOL DISTRICT,

Employer,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, has been designated and selected by a majority of the employees of the above-named public employer, in

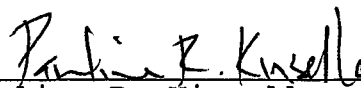
the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

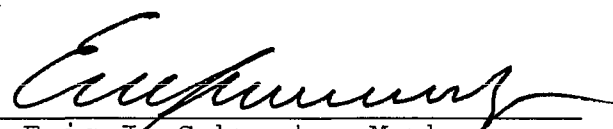
Included: Custodial worker I, groundskeeper I,
custodial worker II, groundskeeper II,
~~maintenance mechanic I, maintenance mechanic~~
IV, groundskeeper III, chief custodian, head
custodian.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 7, 1995
Albany, New York


Pauline R. Kinsella, Chairperson


Eric J. Schmertz, Member

3E- 8/ 7/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, A DIVISION OF UNITED
INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4331

ISLIP UNION FREE SCHOOL DISTRICT,

Employer,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, has been designated and selected by a majority of the employees of the above-named public employer, in

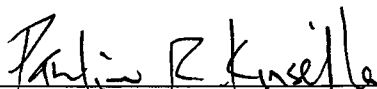
the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included: Clerk typist switchboard operator,
stenographer senior clerk, senior clerk
typist, ~~senior stenographer account clerk,~~
computer operator, senior account clerk,
principal account clerk.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 7, 1995
Albany, New York



Pauline R. Kinsella, Chairperson



Eric J. Schmertz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,

Petitioner,

-and-

CASE NO. C-4427

COUNTY OF ALBANY (DEPARTMENT OF
SOCIAL SERVICES,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Account Clerk I, Account Clerk II, Account Clerk III, Administrative Aide, Assistant Director of Accounts, Assessment Services

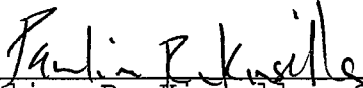
Coordinator, Attorney's Trial Assistant, Cashier, Cashier Assistant, Chauffeur, Clerk I, Clerk II, Clerk III, Clerk IV, Mail and Supply Clerk, Senior Mail & Supply Clerk, Senior Store Clerk, Clerk Typist I, Clerk Typist II, Bookkeeping Machine Operator, Community Service Representative, Community Worker, Coordinator Child Support Enforcement, DTMO, Social Welfare Examiner, Senior Examiner, Senior Examiner (Reviewer), Principal Examiner, Assistant Head Examiner, Finish Machine Operator, Garage Attendant, Heap Workers, Homemakers, Laborer, Managed Care Coordinator, Medical Assistance Coordinator, Medical Transportation Coordinator, Messenger, Motor Vehicle Operator, Offset Print Machine Supervisor, Assistant Offset Print Machine Supervisor, Assistant Offset Print Machine Operator, Offset Print Machine Operator, Supervising Photo Copy Operator, Print Service Assistant, Paralegal, Public Health Nurse, Registered Nurse, Research Analyst, Resource Consultant, Security Supervisor, Assistant Supervisor Security, Security Guard, Social Services Investigator, Special Investigator, Specialized Youth Services Coordinator, Staff Develop Coordinator Assistant, Support Collector, Senior Support Collector, Supervising Support Collector, Support Investigator, Senior Support Investigator, Switchboard Operator, Switchboard Operator/Receptionist, Telephone Operator, Transportation Aide, Watchman, Welfare Inspector, Senior Welfare Inspector, Senior Welfare Investigator, Youth Intern Project Coordinator, Caseworker, Case Supervisor B, Case Supervisor A, Child Protective Legal Liaison, part-time custodial workers, and part-time custodial supervisor I and II.

Excluded: Commissioner, Deputy Commissioner, Attorneys, Computer Staff, Director of Social Services, Director of Children's Service, Director of Administrative Services, Director of Accounting, Director of Operations, Special Projects Coordinator, Head Social Welfare Examiners, Information Processing Specialist, Confidential Secretary/Office Manager for the Commissioner's Office, Clerk III (Personnel), Clerk/Typist for the Commissioner's Office,

Clerk/Typist for the Chief Attorney,
Clerk/Typist for the Deputy Commissioner,
Computer Operator, Social Services Program
Specialists, Social Services Systems Manager,
Personnel Administrator, Staff Development
Coordinator, Supervising Welfare Inspector,
Fraud Coordinator, Senior Mail and Supply
Clerk, Accounting Budget Analyst, Confidential
Records Manager, Administrative Assistant to
the Commissioner and Management Analyst.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 7, 1995
Albany, New York


Pauline R. Kinsella, Chairperson


Eric J. Schmertz, Member

3G- 8/ 7/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000, AFSCME, AFL-CIO,

Petitioner,

-and-

CASE NO. C-4370

ORLEANS NIAGARA BOARD OF COOPERATIVE
EDUCATIONAL SERVICE,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Account Clerk/Typist, Senior Clerk, Audio-Visual Aide, Typist, Stenographer, Payroll Clerk, School Nurses, Health Assistants, Clerk, Secretary I, Keyboard Specialist.

Excluded: Secretary to the District Superintendent,
Secretary II, Senior Account Clerk/District
Treasurer, Sr. Audio-Visual Aide, Computer
Operator and all other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 7, 1995
Albany, New York


Pauline R. Kinsella, Chairperson


Eric J. Schmertz, Member